

# DECISION



THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D.C. 20548

HC-11  
opened  
31972

**FILE:** B-218570 **DATE:** August 15, 1985  
**MATTER OF:** Logistic Services International, Inc.

## DIGEST:

1. Where a protester merely repeats specific request for proposal (RFP) requirements, when RFP calls for identification of problems, proposed solutions, and innovative approaches, the agency's finding that the proposal is technically unacceptable and the resulting decision to exclude it from the competitive range are reasonable, since mere repetition of RFP requirements is not an acceptable means of demonstrating compliance with those requirements.
2. Where request for proposals calls for a project manager with particular skills and experience, the mere identification of an individual who has "expressed interest" in the job is not sufficient to provide the agency with a basis to evaluate the proposed project manager.
3. Where type and quality of aircraft servicing required by request for proposals for particular Air Force base is different from base at which protester is performing similar aircraft servicing, a proposal in which manning levels are based only on the quantity of aircraft to be serviced and not on the qualitative differences between the two bases is reasonably rejected.
4. Agency has no obligation to conduct discussions with an offeror whose initial proposal is either technically unacceptable or so deficient that it is not reasonably susceptible of being made acceptable without major revisions.

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Logistic Services International, Inc., protests the exclusion of its proposal from the competitive range under request for proposals (RFP) No. F08650-84-R-0045, covering maintenance of transient aircraft services at Patrick Air Force Base, Florida.

We deny the protest.

The RFP was issued as part of a cost comparison under Office of Management and Budget Circular No. A-76; results of the competition will determine whether the Air Force continues to perform the services in-house or contracts out. If the latter, the Air Force will award a 1-year firm-fixed-price contract with options for 2 additional years. Included in the RFP was a performance work statement that detailed tasks to be performed during the arrival, processing, and departure of aircraft not assigned to the base.

The RFP provided that award would be made to the lowest-priced offeror having an acceptable technical/management proposal. Proposals were not to be ranked, but rather were evaluated as either acceptable or unacceptable. For this purpose, the RFP stated the following criteria, in descending order of importance, would be used:

1. Company Data and Personnel Qualifications
2. Evaluation/Technical Discussion
  - a. Understanding of Job
  - b. Soundness of Approach
  - c. Phase-In Plan
3. Project Management
  - a. Management and Organization Structure
  - b. Manning

In addition, the RFP stated that proposed prices would be reviewed for credibility and compatibility with offerors' technical/management proposals.

After evaluation of the proposals, the Air Force found that of Logistic Services so deficient that it could not be made acceptable without major revisions. The proposal,

therefore, was not included in the competitive range. Discussions with the remaining offerors within the competitive range and a request for best and final offers have been postponed pending the outcome of Logistic Services' protest, in which it seeks to be reinstated in the competition.

The Air Force's notice to the protester that its proposal was unacceptable set forth, in general terms, the reasons why it was not within the competitive range. These included the following:

1. The proposal did not reflect an adequate understanding of requirements in the performance work statement;
2. Proposed personnel did not meet the qualifications listed in the RFP;
3. Manning and phase-in plans were inadequate; and
4. Sections "L" and "M" of the RFP, which specified the form and content for proposals and the evaluation factors, had not been followed.

Logistic Services argues that each of the alleged deficiencies was either unfounded or could easily have been cured by discussions had the Air Force included the proposal in the competitive range. Due to the preaward status of the procurement, the firm has not been debriefed or had access to detailed evaluation findings (which we have reviewed in camera). The firm alleges, however, that the Air Force must have misinterpreted its proposal, failed to read all of it, or used evaluation criteria not stated in the RFP. Additionally, the protester argues that the Air Force used an incorrect standard by including only technically acceptable proposals in the competitive range. Finally, the protester believes that its proposal represents a significant cost savings to the government, justifying inclusion in the competitive range.

In reviewing protests concerning the evaluation of proposals and competitive range determinations, our function is not to reevaluate the proposal and make our own determination about its merits. This is the responsibility of the contracting agency, which is most familiar with its needs and must bear the burden of any difficulties

resulting from a defective evaluation. Robert Wehrli, B-216789, Jan. 16, 1985, 85-1 CPD ¶ 43. Procuring officials have a reasonable degree of discretion in evaluating proposals, and we will examine the agency's evaluation only to ensure that it had a reasonable basis. RCA Service Company, et al., B-218191 et al., May 22, 1985, 85-1 CPD ¶ 585. We will not question the competitive range decisions unless a protester shows that they are arbitrary or violate the procurement statutes and regulations. Robert Wehrli, supra, B-216789, 85-1 CPD ¶ 43. Additionally, the fact that a protester does not agree with an agency's evaluation does not render the evaluation unreasonable or contrary to law. Id.

In this case, we find that the Air Force's evaluation of Logistic Services' proposal and the resulting exclusion of it from the competitive range was reasonable, as well as consistent with the evaluation criteria in the RFP. While we have examined all of the disputed deficiencies in reaching this conclusion, we will discuss only a few examples.

Concerning understanding of the job, the RFP stated that this must be the most comprehensive part of the proposal. It provided that:

"The technical discussion must address the Performance Work Statement and the proposed approach to accomplish the work. Problems anticipated should be identified and presented along with the proposed solutions. Statements that the offeror 'can' or 'will' comply with the requirements or parts thereof are considered inadequate. . . . Innovative and unique approaches will also be reviewed for realism of methods proposed to perform Transient Aircraft Maintenance Services."

The protester argues that the Air Force's conclusion that it did not understand the job is implausible, given the fact that the proposal showed that Logistic Services has satisfactorily provided or is currently providing virtually identical services at four other Air Force bases. The agency responds that the proposal was basically a "rehash" of the performance work statement, rather than a discussion of how to get the job done. As examples, the agency cites portions of the proposal dealing with an alert control system and with departure services as being taken in large part verbatim from the RFP.

Our review of the proposal shows that it was, as the Air Force points out, primarily a repetition of specific RFP requirements. For example, the RFP states that the contractor shall establish a transient alert control system and perform tasks such as prepare necessary forms, obtain parking locations, coordinate service or maintenance requirements with the Maintenance Operations Center, and notify this center of aircraft arrivals and departures. The protester's proposal merely states that a transient alert control system will be established to perform these tasks. There is little or no amplification as to how they will be accomplished. The section of the proposal dealing with departure services is similarly devoid of information except for a relisting of the tasks set out in the RFP.

Mere repetition of RFP requirements generally is not an acceptable means of demonstrating compliance with those requirements. Essex Electro Engineers, Inc., et al., B-211053.2, et al., Jan 17, 1984, 84-1 CPD ¶ 74. An offeror must demonstrate affirmatively the merits of its proposal, and it runs the risk of rejection if it fails to do so. See RCA Service Company, et al., B-218191 et al., supra., 85-1 CPD ¶ 585. We conclude that Logistic Services did not meet the specific requirement of the RFP that this be the most comprehensive section of its proposal, in which it identified problems and presented proposed solutions, with innovative or unique approaches as appropriate. We therefore find the Air Force had a reasonable basis to find the job understanding portion of the proposal unacceptable.

Concerning personnel qualifications, the RFP required the contract manager to be knowledgeable in areas such as electrical and mechanical principles that apply to aircraft and aircraft maintenance procedures, as well as to have specific previous experience. Resumes for key personnel were required. Additionally, the solicitation required offerors to provide general information on the qualifications of other than key personnel, including education, specific accomplishments, and experience on similar projects or equipment.

Logistic Services maintains that its proposed personnel met or exceeded the requirements of the RFP. Further, it contends that its proposal was improperly downgraded for the failure to provide resumes for all proposed personnel, a requirement not included in the RFP.

The record indicates that the Air Force found Logistic Services' proposal unacceptable because of deficiencies including, for example, the lack of a firm commitment by

the proposed contract manager. The firm provided a resume of an individual described as currently managing its transient aircraft effort at Scott Air Force Base, Illinois, who had "expressed a strong interest in moving south and managing the effort at Patrick AFB."

An offeror's mere proposed use of a certain individual does not constitute a firm commitment for evaluation purposes. Management Services Inc., 55 Comp. Gen. 715 (1976), 76-1 CPD ¶ 74. Although it is not necessary in every instance that an offeror have contractual relationships with key employees, the agency must be reasonably assured that the employee is firmly committed to the offeror. Id. In our opinion, Logistic Services' proposal provided no such assurance, thus was not sufficiently definite to provide the Air Force with a basis to evaluate the proposed project manager.

We find no indication that the Air Force downgraded the proposal for failure to provide resumes for proposed personnel other than key personnel. The submission of resumes for such personnel was not required by the RFP, and none of the evaluation sheets show that their absence was a factor in the finding of the firm's proposal unacceptable.

In this area also, the proposal did no more than repeat verbatim the specific RFP personnel qualification requirements, along with a vaguely described hiring plan and blanket statements that the qualifications would be met. These followed a statement that "[s]pecific identification of employees below the project manager level is impractical at this time." In addition, Logistic Services stated that in its experience, individuals with the required qualifications could readily be found among members of the retired Air Force community in the area surrounding Patrick AFB. The firm gave no details as to its recruitment plan or information supporting its opinion as to ease of hiring in the area.

A proposal should not be downgraded solely because an offeror's proposed labor force may not have been firmly committed. Field Maintenance Services Corporation, B-185339, May 28, 1976, 76-1 CPD ¶ 350. Rather, evaluators should consider an offeror's ability to hire employees in event of award. Id. The record indicates that is what the evaluators considered in this case, and therefore we find the agency's evaluation of personnel qualifications reasonable.

In connection with manning, the RFP provided work load estimates and stated that the number and type of skills proposed to perform the transient aircraft maintenance services would be evaluated. Staffing concepts that permitted flexibility for shifting work loads and capability for quick responses also were covered by this criterion. Matrices were required to show the proposed total overall manning by work years and labor category for each service covered by the RFP.

Logistic Services contends that its proposed work force--eight full-time employees including one project manager, two shift supervisors, two assistant supervisors, three mechanic helpers and four part-time mechanic helpers--was sufficient. According to the protester, it has successfully utilized the same manning at Scott AFB, where the number of aircraft arrivals exceeds that projected for Patrick AFB. In addition, the protester contends that the Patrick contract will be less burdensome since Scott AFB experiences more severe year-round weather conditions than those in Florida.

According to the agency, however, Logistic Services' proposed work force is well below what evaluators determined could adequately and safely meet the requirements of Patrick AFB. The agency maintains that there is a qualitative difference between the requirements at the two bases; for example, Scott AFB has a high number of aircraft with their own crews that can perform many of the tasks that will need to be performed by the Patrick AFB contractor. We note that the RFP lists--for Patrick AFB--an estimated number of arrivals and departures (affecting peak work load), particular services to be performed (towing, jacking, servicing of liquid oxygen), and emergency services (ranging from hurricanes to inspector general visits). Although Logistic Services argues that its manning levels are adequate, it has not shown that all of these factors affecting workload are the same at Scott and Patrick.

Accordingly, we do not find the agency's evaluation of Logistic Services' proposed manning unreasonable, particularly since the determination of an agency's minimum personnel needs is the prime responsibility of the procuring agency. See D-K Associates, Inc., B-213417, Apr. 9, 1984, 84-1 CPD ¶ 396.

The protester argues that even if the listed deficiencies existed in its proposal, they were suitable for resolution through negotiation. We find no merit to

this contention. An agency's technical evaluation depends upon the information furnished in the proposal, and the burden is upon the offeror to submit an initial proposal that is adequately written. Digital Radio Corp., B-216441, May 10, 1985, 85-1 CPD ¶ 526. While a basic goal of negotiation is to point out deficiencies so that offerors in the competitive range may revise their proposals, there is no obligation on the agency's part to conduct discussions with an offeror whose initial proposal is either technically unacceptable or so deficient that it is excluded from the competitive range. Id.

Under the above circumstances, we conclude that the Air Force's exclusion of Logistic Services from the competitive range was reasonable.

Additionally, we find no merit to the protester's contentions that the Air Force misread its proposal or based its competitive range determination on the wrong standard. The Federal Acquisition Regulation (FAR) provides that the competitive range "shall include all proposals that have a reasonable chance of being selected for award." 48 C.F.R. § 15.609(a) (1984). Logistic Services' proposal was technically unacceptable and could not have been made acceptable without major proposal revisions. Generally, offers that are unacceptable as submitted and would require major revisions to become acceptable are not for inclusion in the competitive range. RCA Service Co., et al., supra, B-218191, et al., 85-1 CPD ¶ 585. Moreover, under the FAR standard, the proposal had no reasonable chance of award.

With regard to the protester's purportedly lower price, it is irrelevant here because the offer properly was rejected as technically unacceptable. Rice Services, B-218001.2, Apr. 8, 1985, 85-1 CPD ¶ 400.

Finally, the protester complains that the agency's failure to provide a detailed statement of the reasons for rejection of its proposal hampered its protest preparation. Before award, however, an offeror whose proposal is excluded from the competitive range is entitled to only a general explanation of the basis for rejection. Essex Electro Engineers, Inc., et al., B-211053.2, et al., supra, 84-1 CPD ¶ 74. After award, Logistic Services may request and will be entitled to a full debriefing.



The protest is denied.

*for Seymour E. Van*  
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General Counsel